

WASHINGTON COUNTY, STATE OF NEBRASKA

INSTRUMENT NO. 2016 - 02580

Karen A. Madsen

REGISTER OF DEEDS

FILED

2016 AUG -3 AM 11:30

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
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Return to: David Mitchell, Yost Law Firm, 81 West 5th St., Fremont, NE 68025

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is entered effective as of the 22nd of July, 2016, by and among River Wander, LLC, a Nebraska Limited Liability Company ("RW"), Christopher Troy Anzalone ("Anzalone"), Bruce G. Schmidt and Brenda Walther a/k/a Brenda Schmidt (collectively "Schmidt"), Billy Rhea, a/k/a William H. Rhea, III ("Rhea"), and the Washington County Board of Supervisors ("Washington County"), upon the following terms and conditions, to wit:

PRELIMINARY STATEMENT

A. There is currently an action pending in the District Court of Washington County, Nebraska, entitled River Wander, LLC, Plaintiff, v. Bruce Schmidt, Defendant, and Billy Rhea, a/k/a William H. Rhea, III, Defendant, Case No. CI 15-90 (the "RW/Schmidt Action").

B. The RW/Schmidt Action involves various causes and theories of recovery that have been brought by RW against Schmidt and Rhea concerning alleged drainage of surface irrigation waters, interference with an access easement, improper application of farm chemicals, complaint concerning the center pivot end gun spray encroachment and a request for the Court to grant RW an access easement through real estate owned by Schmidt. Schmidt and Rhea have denied the claims raised in the RW/Schmidt Action and Schmidt has filed a Counterclaim seeking declaratory relief concerning the Schmidt's right to drain surface irrigation and non-irrigation waters across and through property owned by RW.

C. There is currently an action pending in the District Court of Washington County, Nebraska, entitled River Wander, LLC, Plaintiff, v. Washington County Board of Supervisors, et al, Defendants, Case No. CI 15-119 (the "RW/Washington County Action").

D. The RW/Washington County Action requests the Court to issue a mandamus order compelling Washington County to construct a right of way, pursuant to R.R.S. § 39-1713 et seq., to property owned by RW which is alleged to be isolated within the meaning of such statutes.

Washington County has denied, and continues to deny, the allegations contained in the Complaint filed in the RW/Washington County Action.

E. On February 9, 2016, all parties to this Agreement engaged in mediation pursuant to court order in the above-entitled Actions and, as a result of such mediation efforts, the parties have reached an agreement which globally resolves any and all claims which have or could have been raised in the RW/Schmidt Action and RW/Washington County Action, together with certain future actions, all according to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, the consideration to be paid by RW pursuant to the terms of this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged by all parties, it is agreed as follows:

1. Preliminary Statement. The foregoing Preliminary Statement is incorporated into this Agreement as if fully set forth herein.

2. Property.

A. RW is the owner of a parcel of real estate described on Exhibit "A" attached hereto and which is also outlined in green on Exhibit "C" attached hereto (the "RW Property").

B. Schmidt is the owner of real estate described on Exhibit "B" attached hereto and which abuts the RW Property to the north and is generally depicted as all of that real estate which is north of the north boundary line of the RW Property shown on Exhibit "C" attached hereto (the "Schmidt Property").

3. RW Obligations.

A. RW agrees to pay Fifty Thousand Dollars (\$50,000) to Schmidt in good funds on or before the 1st day of August, 2016, in exchange for a conveyance by Quitclaim Deed from Schmidt to RW of an approximate four to five-acre parcel, irregular in shape, identified as the "Triangular Tract" on Exhibit "C". The Triangular Tract will be surveyed by Dan Martinez of Apex Land Surveying, LLC which shall be based upon Exhibit "C" with the narrowest point being 50 feet in distance from the nearest actual high bank of the Elkhorn River. The actual conveyance of the Triangular Tract may be accomplished with a legal description that incorporates all of the RW Property, together with the Triangular Tract, by Quitclaim Deed.

B. The conveyance of the Triangular Tract from Schmidt to RW is intended to create reasonable and permanent access to RW from the east portion of the RW Property

to the west portion of the RW Property that is currently isolated from land access, and eliminating any present claims, and future claims concerning the Schmidt Property for access to any portion of the RW Property under R.R.S. § 39-1713 et seq. or any other theory of recovery, whether at law or in equity. However, the release of future claims concerning the Schmidt Property for access to any portion of the RW Property shall be limited to a period of 30 years from and after the date of this Agreement. Accordingly, RW agrees that the conveyance of the Triangular Tract to RW is a solution to any present and future claims concerning the Schmidt Property involving loss of access due to any erosion, loss or flooding event concerning the RW Property relating to the Elkhorn River that results in the isolation of any portion of the RW Property, regardless of the manner in which such erosion occurs or may occur in the next 30 years. RW does hereby release, waive and forego any present or future claims against Schmidt, Schmidt's successors in interest in the Schmidt Property, Rhea, Washington County, or any other individual, entity or political subdivision seeking to obtain access or right of way to or through any portion of the Schmidt Property as a result of any loss of access to any portion of the RW Property relating to the Elkhorn River which includes, but is not limited to, relief pursuant to R.R.S. § 39-1713 et seq. However, this Agreement shall not preclude any future claim under R.R.S. § 39-1713 concerning access through property other than the Schmidt Property provided the Schmidt Property shall not become part of any such claim or action and RW or its successor interest shall indemnify and hold Schmidt and Schmidt's successors in interest harmless from and against any such claim. This release shall be binding upon RW and its successors in interest to the RW Property and the Triangular Tract. However, the release of future claims concerning the Schmidt Property for access to any portion of the RW Property and the Triangular Tract shall be limited to a period of 30 years from and after the date of this Agreement

C. The Schmidt Property has and continues to be irrigated with center pivot irrigation systems that are utilized prior to and throughout the agricultural growing season in connection with the Schmidt Property. RW agrees to convey a permanent and perpetual unobstructed water drainage easement across and through the RW Property and Triangular Tract, free and clear of all claims and encumbrances, for all natural and irrigation waters that flow from the Schmidt Property onto or across the RW Property and the Triangular Tract. The easement

shall include all center pivot irrigation spray, overspray and runoff that may encroach or saturate any ingress or egress routes or roads that are located now or may be located on the RW Property and the Triangular Tract in the future. The drainage easement shall run with the RW Property and the Triangular Tract. The form of drainage easement to be executed at the closing of this Settlement Agreement shall be in the form of that attached as Exhibit "D" hereto, although the legal descriptions of the parcels and the GPS locations of the center point of each of the three primary drainage areas that border on the Schmidt Property and RW Property may be further clarified or identified by surveyor, Dan Martinez.

4. Schmidt Obligations.
 - A. Schmidt agrees to quitclaim the Triangular Tract to RW upon receipt of the Fifty Thousand Dollar (\$50,000) sum and easements referenced above which shall be conveyed by Quitclaim Deed, free and clear of all liens and encumbrances. Schmidt shall have until December 1, 2016, to remove the fence posts and relocate the fence and pivot stop located on the southern boundary of the Triangular Tract. The conveyance shall be "as is", "with all faults." There shall be no proration for real estate taxes or assessments. Any tenancy associated with the Triangular Tract shall terminate as of the harvest of all crops by Defendants, however, RW may utilize the unplanted area of the Triangular Tract to access the western area of the RW Property. Further, RW may clear a 30' x 300' swath of crops that runs east and west along the south line of the Triangular Tract. Further, at closing, RW may move the railroad tie structure located near the west end of the RW fence to allow ingress for RW equipment and shall place the materials neatly in a location that will not interfere with the Defendants' farming operation.
 - B. The GPS system/satellite oriented stop mechanism that is currently on the center pivot located on the southwest portion of the Schmidt Property shall continue to be utilized in connection with the end gun in order to avoid direct encroachment of the center pivot and any direct spray of water on RW's trees.
 - C. There is currently a center pivot irrigation system located on the southeast corner of the Schmidt Property which abuts a permanent easement ("Easement") which was filed on November 3, 2004, in Book 450, Page 474-478, in the Washington County Register of Deeds. There is an irrigation stop located on the east margin of the Easement and a second stop that has been installed on the west margin of the Easement. In order to avoid blocking the easement area, the center pivot shall

generally be parked or operated west of the west margin of the Easement and the second center pivot stop will remain in its place. However, the center pivot may be parked in the Easement area during those 3-4 hour periods in the spring, summer and fall in which Schmidt, Schmidt's successors in interest, or Schmidt's tenant is cultivating, planting, spraying or harvesting the area where the pivot is ordinarily parked. Once such activities are concluded, the pivot shall be returned to a location west of the west margin of the Easement.

The other pivot stop which ordinarily allows the center pivot irrigation system to encroach onto the Triangular Tract will be moved so that the pivot structure does not physically encroach upon the Triangular Tract although the RW Property will be subject to annual encroachment by the center pivot spray and ordinary irrigation runoff according to the terms of the permanent drainage easement.

5. Mutual Obligations.

- A. RW and Schmidt agree to equally divide all survey costs charged by Dan Martinez to survey the Triangular Tract and to provide any other surveyed measurements and legal descriptions in order to enable the parties to perform the terms of this Agreement. However, any further site visits by Martinez relating solely to the survey of the Triangular Tract in connection with this Agreement shall be at Schmidt's cost.
- B. Schmidt shall execute a Quitclaim Deed to RW of all interest in and to the RW Property and the Triangular Tract, subject to the easements being conveyed from RW to Schmidt in connection with this Agreement. RW shall execute the Easement attached as Exhibit "D".
- C. Each party shall pay its own court costs and attorney fees incurred herein.
- D. Upon closing of this Settlement Agreement:
 - (1) The Quitclaim Deed from Schmidt to RW shall be executed and delivered to RW and, further, the permanent drainage easement referenced in paragraph 3(C) shall be executed by RW and delivered to Schmidt.
 - (2) The RW/Schmidt Action and RW/Washington County Action shall both be dismissed with prejudice.
 - (3) RW shall be deemed to forever and absolutely release Schmidt, Rhea and Washington County, and each of them, from any and all claims and actions for damages or equitable relief of any nature whatsoever, whether known or unknown, whether asserted or unasserted, arising out of or which may have

arisen out of, the claims set forth in the RW/Schmidt Action or RW/Washington County Action. Further, this release includes the provisions of section 3(B) above which are incorporated into this section 5(D)(3) as if fully set forth.,

- (4) Schmidt, Rhea and Washington County shall be deemed to forever and absolutely release RW and Anzalone, and each of them, from any and all claims and actions for damages or equitable relief of any nature whatsoever, whether known or unknown, whether asserted or unasserted, arising out of or which may have arisen out of, the claims set forth in the RW/Schmidt Action or RW/Washington County Action subject to the terms and conditions of the permanent drainage easement being conveyed from RW to Schmidt.
- (5) This Agreement and/or a memorandum of this Agreement may be filed against the RW Property and Schmidt Property in the Washington County Register of Deeds for purposes of providing record public notice of the terms of this Agreement in addition to the permanent drainage easement to be filed in connection herewith. The terms of this Agreement shall be binding upon the heirs, successors and assigns of the parties and shall run with the Schmidt Property and RW Property.

6. The undersigned hereby acknowledge that the consideration given in exchange for this Release does not and shall not be construed as any type of admission of liability, warranty or responsibility on behalf of the undersigned for any allegations made by any of the parties in the RW/Schmidt Action and RW/Washington County Action.

7. We have read this Release and understand all of its terms. We execute it voluntarily and with full knowledge of its significance.

8. This Release may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Release or any amendment hereto may be executed via facsimile or email, and the parties agree that the facsimile and/or email execution shall be binding upon the parties.

Signature and Notary Page to Follow

RIVER WANDER, LLC

By _____
Authorized Officer

Bruce G. Schmidt

Christopher Troy Anzalone

Brenda Walther a/ka Brenda Schmidt

WASHINGTON COUNTY BOARD OF SUPERVISORS

By _____
M. Scott VanderSchaaf, County Attorney

William H. Rhea, III aka Billy Rhea

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by _____, authorized officer on behalf of River Wander, LLC.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by Christopher Troy Anzalone.

Notary Public

STATE OF NEBRASKA)
COUNTY OF DODGE) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by Bruce G. Schmidt.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by Brenda Walther a/k/a Brenda Schmidt.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by William H. Rhea, III a/k/a Billy Rhea.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by M. Scott VanderSchaaf, County Attorney on behalf of Washington County Board of Supervisors.

Notary Public

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Exhibit "A"
River Wander Real Estate

CURTIS SCHMIDT RIVER SURVEY

Legal Description of Parcel from Curtis Schmidt

Meridian Development Services, Inc.

December 18, 2002

PART OF TAX LOT 10, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER, OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE SIXTH P.M., WASHINGTON COUNTY, NEBRASKA, AND PART OF TAX LOT 29 AND ALL OF TAX LOT 31, LOCATED IN THE EAST HALF OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, AND ASSUMING THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TO BEAR S89°44'48"W; THENCE S89°44'48"W ON THE NORTH LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1327.57 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE S00°36'23"E ON THE EAST LINE OF SAID WEST HALF SOUTHWEST QUARTER, A DISTANCE OF 756.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE S85°21'41"W, A DISTANCE OF 185.82 FEET; THENCE N35°02'51"W, A DISTANCE OF 229.90 FEET; THENCE N55°45'21"W, A DISTANCE OF 640.34 FEET; THENCE N78°21'57"W, A DISTANCE OF 324.96 FEET; THENCE S86°21'28"W, A DISTANCE OF 169.39 FEET TO A POINT ON THE WEST LINE OF SAID WEST HALF SOUTHWEST QUARTER; THENCE N00°34'32"W ON SAID WEST LINE, A DISTANCE OF 161.95 FEET TO THE NORTHWEST CORNER OF SAID WEST HALF SOUTHWEST QUARTER; THENCE N00°34'18"W ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 429.00 FEET; THENCE N89°44'49"W, A DISTANCE OF 660.09 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 29; THENCE S10°08'55"E ON SAID WEST LINE, A DISTANCE OF 436.12 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 29; THENCE S10°08'55"E ON THE WEST LINE SAID TAX LOT 31, A DISTANCE OF 564.34 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 31, SAID CORNER BEING ON THE CENTERLINE OF THE ELKHORN RIVER CUT-OFF AS ESTABLISHED BY THE ELKHORN RIVER DRAINAGE DISTRICT; THENCE ON SAID CENTERLINE ON A 2821.84 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 231.05 FEET, THE CHORD OF SAID CURVE BEARS S60°16'07"E 230.98 FEET; THENCE S62°33'33"E ON SAID CENTERLINE, A DISTANCE OF 333.24 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 31, SAID CORNER BEING ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE S00°34'32"E ON SAID WEST LINE, A DISTANCE OF 479.74 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 10, SAID CORNER BEING 11.88 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE S82°51'27"E ON THE SOUTH LINE OF SAID TAX LOT 10, A DISTANCE OF 350.00 FEET; THENCE N81°38'33"E ON SAID SOUTH LINE, A DISTANCE OF 300.00 FEET; THENCE N65°49'59"E ON SAID SOUTH LINE, A DISTANCE OF 746.37 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 10, SAID CORNER BEING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE N00°36'23"W ON SAID EAST LINE, A DISTANCE OF 244.89 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 40.19 ACRES, MORE OR LESS.

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BRUCE SCHMIDT RIVER SURVEY

Legal Description of Parcel from Bruce Schmidt

Meridian Development Services, Inc.

October 20, 2002

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF TAX LOT 22, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER AND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL LOCATED IN SECTION 3, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE SIXTH P.M., WASHINGTON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 3, THIS ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 22, AND ASSUMING THE NORTH LINE OF SAID WEST HALF SOUTHWEST QUARTER TO BEAR S89°44'48"W; THENCE S00°38'00"E ON THE EAST LINE OF SAID WEST HALF SOUTHWEST QUARTER, A DISTANCE OF 2576.02 FEET TO A POINT 115.84 FEET NORTH OF THE SOUTHWEST CORNER OF SAID WEST HALF SOUTHWEST QUARTER, THIS BEING THE TRUE POINT OF BEGINNING; THENCE S89°22'00"W PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 72.70 FEET; THENCE N61°51'15"W, A DISTANCE OF 861.56 FEET; THENCE N39°07'50"W, A DISTANCE OF 625.88 FEET; THENCE N13°45'32"W, A DISTANCE OF 430.53 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, SAID POINT BEING 74.07 FEET NORTH OF THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER SOUTHWEST QUARTER; THENCE CONTINUING N13°45'32"W, A DISTANCE OF 428.71 FEET; THENCE N51°47'04"W, A DISTANCE OF 174.03 FEET; THENCE N75°32'44"W, A DISTANCE OF 193.98 FEET; THENCE S85°21'41"W, A DISTANCE OF 909.96 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER SOUTHWEST QUARTER, SAID POINT BEING 756.03 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER SOUTHWEST QUARTER; THENCE S00°36'23"E ON SAID WEST LINE, A DISTANCE OF 567.71 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER SOUTHWEST QUARTER; THENCE CONTINUING S00°36'23"E ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 37.68 FEET TO THE CENTERLINE OF THE ELKHORN RIVER AS IT EXISTED ON MAY 22, 1985, AS DESCRIBED AND RECORDED IN DEED RECORD 152, PAGE 158 OF THE WASHINGTON COUNTY RECORDS; THENCE ON SAID CENTERLINE AS FOLLOWS; S72°52'10"E 571.25 FEET, S68°25'06"E 219.14 FEET, S55°21'40"E 399.62 FEET, S50°57'13"E 141.04 FEET, S36°20'24"E 251.07 FEET TO A POINT ON THE WEST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE S00°38'04"E ON SAID WEST LINE, A DISTANCE OF 81.76 FEET TO THE NORTHWEST CORNER OF TAX LOT 24, THIS CORNER BEING 453.59 FEET NORTH OF THE SOUTHWEST CORNER OF SAID WEST HALF SOUTHWEST QUARTER; THENCE S62°37'13"E ON THE NORTH LINE OF SAID TAX LOT 24, A DISTANCE OF 1010.19 FEET TO A POINT ON THE SOUTH LINE OF SAID WEST HALF SOUTHWEST QUARTER, SAID POINT ALSO BEING THE EASTERLY CORNER OF SAID TAX LOT 24; THENCE S89°17'34"E ON SAID SOUTH LINE, A DISTANCE OF 423.46 FEET TO THE SOUTHWEST CORNER OF SAID WEST HALF SOUTHWEST QUARTER, THIS ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 22; THENCE N00°38'00"W ON THE EAST LINE OF SAID WEST HALF SOUTHWEST QUARTER, A DISTANCE OF 115.84 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 37.35 ACRES, MORE OR LESS.

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Exhibit "B"
Bruce G. Schmidt Real Estate

Washington County Properties:

Tax Lots 18, 19, 38, 40, 49, 51, 55, 56 (house), 58, together with the South Half of the Northwest Quarter, all in Section 3, Township 17 North, Range 9 East of the Sixth P.M., Washington County, Nebraska.

Dodge County Properties:

Tax Lots 22 and 36, in Section 4, Township 17 North, Range 9 East of the Sixth P.M., Dodge County, Nebraska.

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EXHIBIT C



2016 - 02580

EXHIBIT D

DAVID C. MITCHELL
81 WEST 5TH STREET
FREMONT, NE 68025

DRAINAGE EASEMENT

This Drainage Easement Agreement ("Agreement") is entered into effective as of the 1st day of August, 2016, by and between River Wander, LLC, a Nebraska Limited Liability Company ("Grantor"), and Bruce G. Schmidt ("Grantee") according to the following terms and conditions:

Preliminary Statement

A. Grantor is the owner of the real property legally described on Exhibit "A" attached hereto ("Parcel A"); and

B. Grantee is the owner of the real property legally described on Exhibit "B" attached hereto ("Parcel B"); and

C. Grantor is also the owner of a relatively triangular piece of property that is located within Parcel A and is legally described on Exhibit "C" attached hereto (Parcel C); and

D. Grantor and Grantee have entered into a separate Settlement Agreement and Release of All Claims dated effective as of the 15th day of July, 2016 ("Settlement Agreement"), wherein Grantor has agreed to convey a permanent and perpetual water drainage easement across and through Parcel A for all natural and irrigation waters that flow from Parcel B onto or across Parcel A in accordance with the terms of this Agreement and the Settlement Agreement.

Agreement

NOW, THEREFORE, in consideration of one dollar (\$1.00), together with the terms and conditions set forth in the Settlement Agreement which has been filed contemporaneously herewith, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. Preliminary Statement. The foregoing Preliminary Statement is incorporated into this Agreement as if fully set forth herein.

2. Grant of Easement.

A. Grantor does hereby grant a permanent and perpetual easement to Grantee and Grantee's respective heirs, successors, assigns, licensees, business visitors and tenants with a water drainage easement across and through Parcel A for all natural

and irrigation waters that flow from Parcel B onto or across Parcel A through the three existing drainageways that run from Parcel B through Parcel A. The approximate location of the center of each drainageway channel as located on or near the property line of Parcels A and B are further identified for clarification purposes on Exhibit "D" attached hereto by illustration and GPS coordinates. This easement shall also include all natural and irrigation waters that seep, drift or migrate from Parcel B to Parcel A naturally or in the ordinary course of irrigation operations on the Schmidt Property.

Grantor shall not permit volunteer or dead trees, crops, weeds, shrubs, roots, debris, silt or other surface material to accumulate or impede any of the three established water drainageways identified on Exhibit "D" that run through Parcel A pursuant to a drainage course established by Grantor and Grantee. In the event any natural or irrigated flowage is impeded resulting in stoppage or back-up of water on Parcel B or in the event that volunteer or dead trees, crops, weeds, shrubs roots, debris, silt or other surface material accumulates or impedes any of the three drainageways on Parcel A, Grantee shall provide notice to Grantor to take reasonable measures to remove or rectify the impediment and such measures shall be identified in the notice. In the event that Grantor declines or fails to remedy the impediment to water flowage within 30 days of the receipt of such notice, Grantee may take reasonable corrective measures on Parcel A to restore water flowage across Parcel A to the low lying areas of the former Elkhorn River channel at Grantee's cost. In doing so, Grantee shall refrain from clearing any established trees with a diameter in excess of six inches as measured at one foot above the ground in the absence of consent of Grantor. Grantee shall have the right to physically inspect the drainageways on Parcel A at least one time per year and following any flooding event concerning Parcel A or B. Grantee shall provide Grantor with not less than a 24-hour advance notice prior to each inspection by verbal, electronic or written means.

B. In addition to the easements granted in paragraph 2.A. above, Grantee and Grantee's respective heirs, successors, assigns, licensees, business visitors and tenants may, in the ordinary course of operating the center pivot irrigation systems on the Schmidt Property, spray, overspray and/or saturate portions of Parcel C in order to complete each center pivot cycle and, in doing so, Grantee may saturate any ingress or egress routes or road that are located now or may be located on Parcel C in the future. However, Grantee's center pivot structures shall not encroach upon Parcel C.

C. The irrigation and drainageway maintenance practices to be employed on Parcel B shall be consistent with agricultural best management practices and consistent with good farming husbandry.

3. Term of the Easement - Perpetual. This Agreement and Easement shall be deemed to be perpetual and shall run with Parcel A (which includes Parcel C) and Parcel B .

4. Binding Effect. The terms of this Easement shall be binding upon the heirs, successors and assigns of all parties to this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of July, 2016.

***** SIGNATURE PAGE TO FOLLOW *****

RIVER WANDER, LLC, A Nebraska Limited Liability Company, Grantor

By _____
Christopher Troy Anzalone, President

Bruce G. Schmidt

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of _____, 2016, by Christopher Troy Anzalone, President on behalf of River Wander, LLC.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of _____, 2016, by Bruce G. Schmidt.

Notary Public

Exhibit "A"
River Wander Real Estate (Parcel A) which includes the Triangular Tract (Parcel C)

CURTIS SCHMIDT RIVER SURVEY

Legal Description of Parcel from Curtis Schmidt

Meridian Development Services, Inc.

December 18, 2002

PART OF TAX LOT 10, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER, OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE SIXTH P.M., WASHINGTON COUNTY, NEBRASKA, AND PART OF TAX LOT 29 AND ALL OF TAX LOT 31, LOCATED IN THE EAST HALF OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE SIXTH P.M., DODGE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, AND ASSUMING THE NORTH LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 3, TO BEAR S89°44'48"W; THENCE S89°44'48"W ON THE NORTH LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1327.57 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE S00°36'23"E ON THE EAST LINE OF SAID WEST HALF SOUTHWEST QUARTER, A DISTANCE OF 756.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE S85°21'41"W, A DISTANCE OF 185.82 FEET; THENCE N35°02'51"W, A DISTANCE OF 229.90 FEET; THENCE N55°45'21"W, A DISTANCE OF 640.34 FEET; THENCE N78°21'57"W, A DISTANCE OF 324.96 FEET; THENCE S86°21'28"W, A DISTANCE OF 169.39 FEET TO A POINT ON THE WEST LINE OF SAID WEST HALF SOUTHWEST QUARTER; THENCE N00°34'32"W ON SAID WEST LINE, A DISTANCE OF 161.95 FEET TO THE NORTHWEST CORNER OF SAID WEST HALF SOUTHWEST QUARTER; THENCE N00°34'18"W ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 429.00 FEET; THENCE N89°44'49"W, A DISTANCE OF 660.09 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 29; THENCE S10°08'55"E ON SAID WEST LINE, A DISTANCE OF 436.12 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 29; THENCE S10°08'55"E ON THE WEST LINE SAID TAX LOT 31, A DISTANCE OF 564.34 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 31, SAID CORNER BEING ON THE CENTERLINE OF THE ELKHORN RIVER CUT-OFF AS ESTABLISHED BY THE ELKHORN RIVER DRAINAGE DISTRICT; THENCE ON SAID CENTERLINE ON A 2821.84 FOOT RADIUS CURVE TO THE LEFT AN ARC DISTANCE OF 231.05 FEET, THE CHORD OF SAID CURVE BEARS S60°16'07"E 230.98 FEET; THENCE S62°33'33"E ON SAID CENTERLINE, A DISTANCE OF 333.24 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 31, SAID CORNER BEING ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE S00°34'32"E ON SAID WEST LINE, A DISTANCE OF 479.74 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 10, SAID CORNER BEING 11.88 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE S82°51'27"E ON THE SOUTH LINE OF SAID TAX LOT 10, A DISTANCE OF 350.00 FEET; THENCE N81°38'33"E ON SAID SOUTH LINE, A DISTANCE OF 300.00 FEET; THENCE N65°49'59"E ON SAID SOUTH LINE, A DISTANCE OF 746.37 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 10, SAID CORNER BEING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE N00°36'23"W ON SAID EAST LINE, A DISTANCE OF 244.89 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 40.19 ACRES, MORE OR LESS.

BRUCE SCHMIDT RIVER SURVEY

Legal Description of Parcel from Bruce Schmidt

Meridian Development Services, Inc.

October 20, 2002

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND PART OF TAX LOT 22, LOCATED IN THE WEST HALF OF THE SOUTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL LOCATED IN SECTION 3, TOWNSHIP 17 NORTH, RANGE 9 EAST OF THE SIXTH P.M., WASHINGTON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3, THIS ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 22, AND ASSUMING THE NORTH LINE OF SAID WEST HALF SOUTHEAST QUARTER TO BEAR S89°44'48"W; THENCE S00°38'00"E ON THE EAST LINE OF SAID WEST HALF SOUTHEAST QUARTER, A DISTANCE OF 2576.02 FEET TO A POINT 115.84 FEET NORTH OF THE SOUTHEAST CORNER OF SAID WEST HALF SOUTHEAST QUARTER, THIS BEING THE TRUE POINT OF BEGINNING; THENCE S89°22'00"W PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 72.70 FEET; THENCE N61°51'15"W, A DISTANCE OF 861.56 FEET; THENCE N39°07'50"W, A DISTANCE OF 625.88 FEET; THENCE N13°45'32"W, A DISTANCE OF 430.53 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, SAID POINT BEING 74.07 FEET NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER SOUTHWEST QUARTER; THENCE CONTINUING N13°45'32"W, A DISTANCE OF 428.71 FEET; THENCE N51°47'04"W, A DISTANCE OF 174.03 FEET; THENCE N75°32'44"W, A DISTANCE OF 193.98 FEET; THENCE S85°21'41"W, A DISTANCE OF 909.96 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER SOUTHWEST QUARTER, SAID POINT BEING 756.03 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER SOUTHWEST QUARTER; THENCE S00°36'23"E ON SAID WEST LINE, A DISTANCE OF 567.71 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER SOUTHWEST QUARTER; THENCE CONTINUING S00°36'23"E ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 37.68 FEET TO THE CENTERLINE OF THE ELKHORN RIVER AS IT EXISTED ON MAY 22, 1985, AS DESCRIBED AND RECORDED IN DEED RECORD 152, PAGE 158 OF THE WASHINGTON COUNTY RECORDS; THENCE ON SAID CENTERLINE AS FOLLOWS; S72°52'10"E 571.25 FEET, S68°25'06"E 219.14 FEET, S55°21'40"E 399.62 FEET, S50°57'13"E 141.04 FEET, S36°20'24"E 251.07 FEET TO A POINT ON THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE S00°38'04"E ON SAID WEST LINE, A DISTANCE OF 81.76 FEET TO THE NORTHWEST CORNER OF TAX LOT 24, THIS CORNER BEING 453.59 FEET NORTH OF THE SOUTHWEST CORNER OF SAID WEST HALF SOUTHEAST QUARTER; THENCE S62°37'13"E ON THE NORTH LINE OF SAID TAX LOT 24, A DISTANCE OF 1010.19 FEET TO A POINT ON THE SOUTH LINE OF SAID WEST HALF SOUTHEAST QUARTER, SAID POINT ALSO BEING THE EASTERLY CORNER OF SAID TAX LOT 24; THENCE S89°17'34"E ON SAID SOUTH LINE, A DISTANCE OF 423.46 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF SOUTHEAST QUARTER, THIS ALSO BEING THE SOUTHEAST CORNER OF SAID TAX LOT 22; THENCE N00°38'00"W ON THE EAST LINE OF SAID WEST HALF SOUTHEAST QUARTER, A DISTANCE OF 115.84 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 37.35 ACRES, MORE OR LESS.

TRIANGULAR TRACT C—TO BE SURVEYED AND INSERTED AT CLOSING

Exhibit "B"
Bruce G. Schmidt Real Estate (Parcel B)

Washington County Properties:

Tax Lots 18, 19, 38, 40, 49, 51, 55, 56 (house), 58, together with the South Half of the Northwest Quarter, all in Section 3, Township 17 North, Range 9 East of the Sixth P.M., Washington County, Nebraska.

Dodge County Properties:

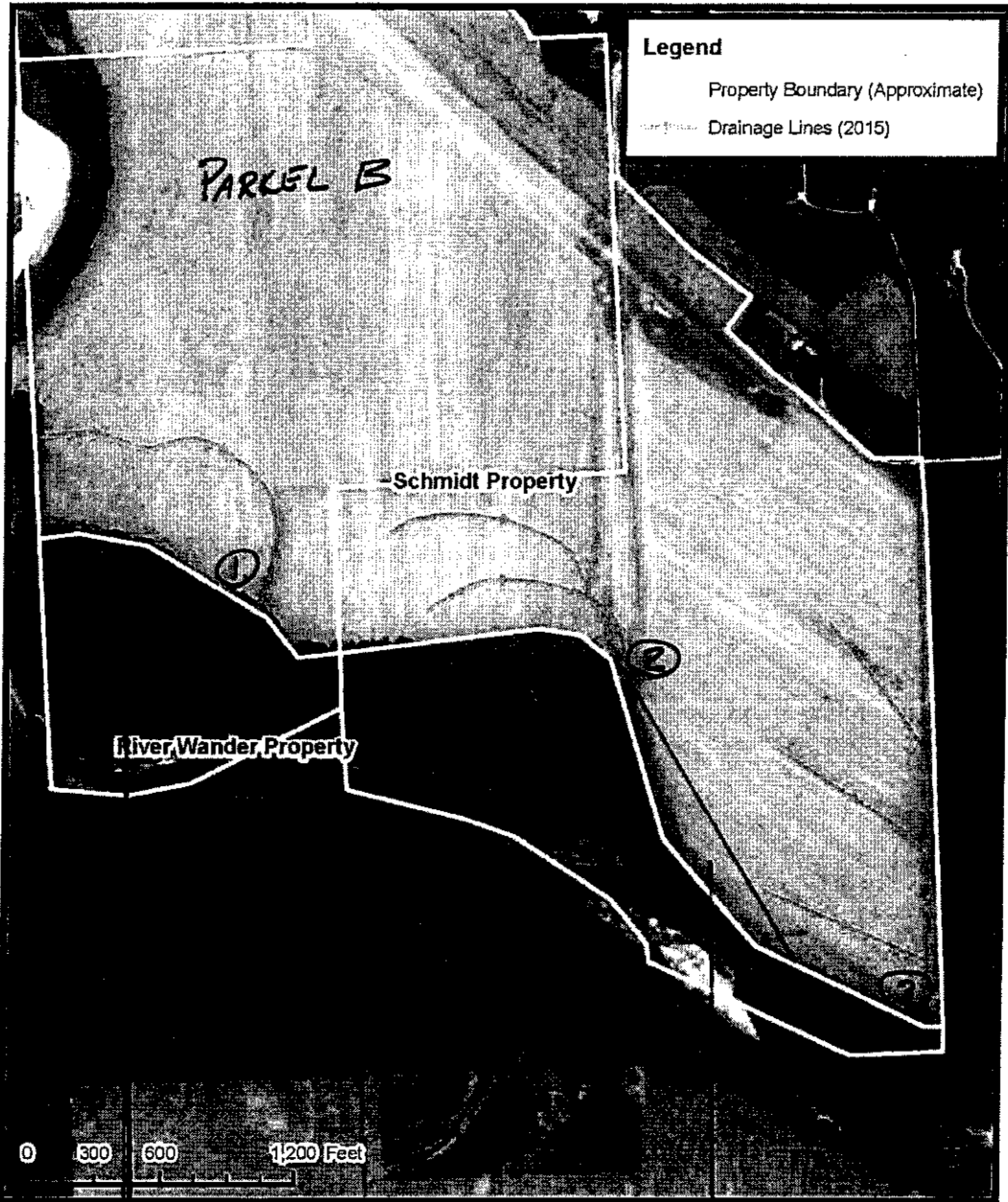
Tax Lots 22 and 36, in Section 4, Township 17 North, Range 9 East of the Sixth P.M., Dodge County, Nebraska.

Exhibit "C"-Triangular Tract

TRIANGULAR TRACT C—TO BE SURVEYED AND INSERTED AT CLOSING

EXHIBIT D DRAINAGEWAY ILLUSTRATION

FIGURE 5
2014 Aerial Imagery



Note: Property Boundary was approximated from the City of Blair GIS Website - <http://mail.ci.blair.ne.us/BlairWebGIS/default.aspx>
2014 Aerial Imagery was obtained from Google Earth.

GPS COORDINATES

1. 10
- 2.
- 3.

2016-02580

RIVER WANDER, LLC

By [Signature]
Authorized Officer

Bruce G. Schmidt

[Signature]
Christopher Troy Anzalone

Brenda Walther a/ka Brenda Schmidt

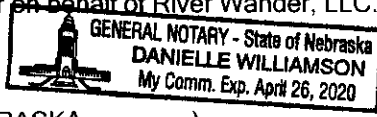
WASHINGTON COUNTY BOARD OF SUPERVISORS

By _____
M. Scott VanderSchaaf, County Attorney

William H. Rhea, III aka Billy Rhea

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

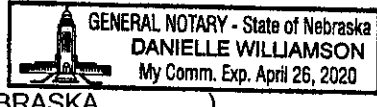
The foregoing document was acknowledged before me this 22nd day of July, 2016, by Christopher T. Anzalone authorized officer on behalf of River Wander, LLC.



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing document was acknowledged before me this 22nd day of July, 2016, by Christopher Troy Anzalone.



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF DODGE) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by Bruce G. Schmidt.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by Brenda Walther a/ka Brenda Schmidt.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by William H. Rhea, III a/k/a Billy Rhea.

Notary Public


STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by M. Scott VanderSchaaf, County Attorney on behalf of Washington County Board of Supervisors.

Notary Public

RIVER WANDER, LLC

By _____
Authorized Officer


Bruce G. Schmidt

Christopher Troy Anzalone

Brenda Walther a/k/a Brenda Schmidt

WASHINGTON COUNTY BOARD OF SUPERVISORS

By _____
M. Scott VanderSchaaf, County Attorney

William H. Rhea, III aka Billy Rhea

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by _____, authorized officer on behalf of River Wander, LLC.

Notary Public

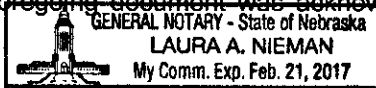
STATE OF NEBRASKA)
COUNTY OF _____) ss.

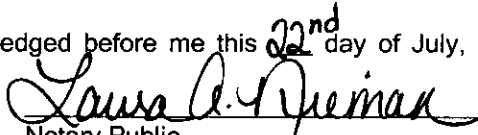
The foregoing document was acknowledged before me this ___ day of July, 2016, by Christopher Troy Anzalone.

Notary Public

STATE OF NEBRASKA)
COUNTY OF DODGE) ss.

The foregoing document was acknowledged before me this ^{22nd} day of July, 2016, by Bruce G. Schmidt.




Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by Brenda Walther a/k/a Brenda Schmidt.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by William H. Rhea, III a/k/a Billy Rhea.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by M. Scott VanderSchaaf, County Attorney on behalf of Washington County Board of Supervisors.

Notary Public

RIVER WANDER, LLC

By _____
Authorized Officer

Christopher Troy Anzalone

Bruce G. Schmidt
Bruce G. Schmidt

Brenda Walther Schmidt
Brenda Walther a/k/a Brenda Schmidt

WASHINGTON COUNTY BOARD OF SUPERVISORS

By _____
M. Scott VanderSchaaf, County Attorney

William H. Rhea, III aka Billy Rhea

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of July, 2016, by _____, authorized officer on behalf of River Wander, LLC.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of July, 2016, by Christopher Troy Anzalone.

Notary Public

STATE OF NEBRASKA)
COUNTY OF DODGE) ss.

The foregoing document was acknowledged before me this 22nd day of July, 2016, by Bruce G. Schmidt,



Laura A. Nieman
Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this 24th day of July, 2016, by Brenda Walther a/k/a Brenda Schmidt,



Terri Crone
Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of July, 2016, by William H. Rhea, III a/k/a Billy Rhea.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of July, 2016, by M. Scott VanderSchaaf, County Attorney on behalf of Washington County Board of Supervisors.

Notary Public

RIVER WANDER, LLC

By [Signature]
Authorized Officer

Bruce G. Schmidt

[Signature]
Christopher Troy Anzalone

Brenda Walther a/ka Brenda Schmidt

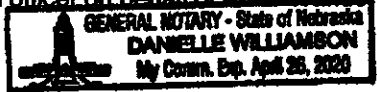
WASHINGTON COUNTY BOARD OF SUPERVISORS

By _____
M. Scott VanderSchaaf, County Attorney

[Signature]
William H. Rhea, III aka Billy Rhea

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing document was acknowledged before me this 22nd day of July, 2016, by Christopher T. Anzalone authorized officer on behalf of River Wander, LLC.



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing document was acknowledged before me this 22nd day of July, 2016, by Christopher Troy Anzalone.



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF DODGE) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by Bruce G. Schmidt.

Notary Public

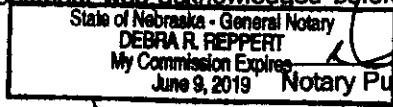
STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by Brenda Walther a/ka Brenda Schmidt.

Notary Public

STATE OF Nebraska)
COUNTY OF Washington) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by William H. Rhea, III a/ka Billy Rhea.



[Signature]
Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ___ day of July, 2016, by M. Scott VanderSchaaf, County Attorney on behalf of Washington County Board of Supervisors.

Notary Public

RIVER WANDER, LLC

By _____
Authorized Officer

Bruce G. Schmidt

Christopher Troy Anzalone

Brenda Schmidt

WASHINGTON COUNTY BOARD OF SUPERVISORS

By _____

William H. Rhea, III aka Billy Rhea

M. Scott VanderSchaaf, County Attorney

Carl Lorenzen, Chair person

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of _____, 2016, by _____, authorized officer on behalf of River Wander, LLC.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of _____, 2016, by Christopher Troy Anzalone.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of July, 2016, by Bruce G. Schmidt.

Notary Public

STATE OF NEBRASKA)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of July, 2016, by Brenda Schmidt.

Notary Public

STATE OF _____)
COUNTY OF _____) ss.

The foregoing document was acknowledged before me this ____ day of July, 2016, by William H. Rhea, III a/k/a Billy Rhea.

Notary Public

STATE OF NEBRASKA)
COUNTY OF Washington) ss.

The foregoing document was acknowledged before me this 28 day of July, 2016, by ~~M. Scott VanderSchaaf, County Attorney~~ on behalf of Washington County Board of Supervisors.
Carl Lorenzen, Chair person

Carrie L. Flynn

Notary Public

